

General Terms and Conditions of TINY Technologies GmbH for contract research/sample production

§ 1

Scope

- (1) All deliveries, services and offers of TINY Technologies GmbH, Kleiner Kielort 6-8, 20144 Hamburg (hereinafter referred to as "TINY Technologies TINY Technologies") are made exclusively on the basis of these General Terms and Conditions of Delivery. These are an integral part of all contracts that TINY Technologies concludes with its contractual partners (hereinafter referred to as "Client") for the deliveries or services offered by it. They also apply to all future deliveries, services or offers to the Client, even if they are not agreed separately again.
- (2) Terms and conditions of the Client or third parties shall not apply, even if TINY Technologies does not separately object to their validity in individual cases. Even if TINY Technologies refers to a letter that contains or refers to the terms and conditions of the Client or a third party, this does not constitute agreement with the validity of those terms and conditions.
- (3) Additions and amendments to the agreements made, including these General Terms and Conditions of Delivery, must be made in writing in order to be effective.

§ 2

Offer and conclusion of contract

- (1) All offers of TINY Technologies are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. TINY Technologies may accept orders or orders within fourteen days of receipt.
- (2) Information provided by TINY Technologies on the subject matter of the delivery or service is not a guaranteed quality characteristic, but a description of the delivery or service. TINY Technologies reserves the right to make production changes in the context of the technical further development of the delivery items, unless they are significantly changed and the changes are reasonable for the Client.

§ 3

Prices and Payment

- (1) The prices are valid for the scope of services and deliveries listed in the order confirmations. The prices for goods are in EURO ex works plus shipping/packaging and the statutory value added tax, in the case of export deliveries plus customs duties as well as fees and other charges.
- (2) Invoice amounts are to be paid within fourteen calendar days without any deduction, unless otherwise agreed in writing. Decisive for the date of payment is the receipt by TINY Technologies. If the Client does not pay at the due date, the outstanding amounts shall bear interest at 5% p.a. from the due date; the assertion of higher interest and further damages in the event of default remains unaffected.
- (3) The set-off with counterclaims of the Client or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or legally established.
- (4) TINY Technologies is entitled to execute or provide outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, circumstances become known which are likely to significantly reduce the creditworthiness of the Client and through which the payment of the outstanding claims of TINY Technologies by the Client from the respective contractual relationship (including from other individual contracts to which the same framework agreement applies) is endangered.

§ 4

Delivery and Delivery Time

- (1) Deliveries are made exworks. If goods are delivered successively at the request of the Client, TINY Technologies may invoice the Client separately for the storage costs incurred and the costs for insurance taken out to protect the goods.
- (2) Deadlines and dates for deliveries and services promised by TINY Technologies are always only approximate unless a fixed deadline or a fixed date has been expressly promised or agreed. If dispatch has been agreed, delivery periods and delivery dates

refer to the time of handover to the forwarder, carrier or other third party commissioned with the transport.

§ 5

Place of Performance, Shipping

- (1) The place of performance for all obligations arising from the contractual relationship is the registered office of TINY Technologies, unless otherwise specified.
- (2) The shipping method and packaging are subject to the dutiful discretion of TINY Technologies, unless otherwise agreed.
- (3) The risk shall pass to the Client at the latest upon handover of the delivery item (whereby the beginning of the loading process is decisive) to the forwarder, carrier or other third party designated to carry out the shipment. If dispatch or handover is delayed because of a circumstance whose cause lies with the Client, the risk shall pass to the Client from the day on which the delivery item is ready for dispatch and TINY Technologies has notified the Client of this.
- (4) The shipment will only be insured by TINY Technologies at the express request of the Client and at his expense against theft, breakage, transport, fire and water damage or other insurable risks.

§ 6

Warranty

- (1) TINY Technologies does not guarantee that deliveries or services are economically exploitable, lead to a certain success and/or delivered goods or goods placed on the market by the Client based on the delivered goods or services provided are legally compliant, marketable, stable, or compatible, have any quality or correspond to any legal or scientific standard. The Client must himself ensure that the goods received by him or goods placed on the market by the Client on the basis of the goods delivered or services provided comply with all legal regulations.

- (2) Are recipes and/or starting materials (raw materials, packaging materials, texts for labels, etc.) provided by the Client, TINY Technologies also assumes no guarantee for their legal conformity, marketability, stability and compatibility or quality. Provided recipes, texts, materials and documents will not be checked for legality by TINY Technologies. If the Client exports the products delivered by TINY Technologies, he must also ensure the proper legality of the products in the exporting countries. Goods receipt accounts and inspections for provided materials are only carried out if the Client has placed a separate order and will be invoiced separately by TINY Technologies.
- (3) The Client must ensure that he always delivers production materials and documents provided by him in good time within the framework of the individual agreements and delivery times made between the parties. TINY Technologies bears no responsibility for any delays in the delivery of materials and documents provided by the Client, in particular the Client is not entitled to a right of retention over open claims of TINY Technologies in such cases.
- (4) Delivered goods must be carefully inspected immediately after delivery to the Client or to the third party designated by him. They shall be deemed to have been approved if TINY Technologies has not received a written notice of defects with regard to obvious defects or other defects that were recognizable during an immediate, careful examination, within seven working days after delivery of the delivery item or otherwise within seven working days after the discovery of the defect or any earlier point in time at which the defect for the Client under normal use of the delivery item was recognizable without further examination. At the request of TINY Technologies, the rejected delivery item must be returned carriage paid to TINY Technologies. In the event of a justified notification of defects, TINY Technologies shall reimburse the costs of the most favorable shipping route; this shall not apply if the costs increase because the delivery item is located at a location other than the place of intended use.
- (5) In the event of material defects in the delivered items, TINY Technologies shall, at its discretion within a reasonable period, initially be obliged and entitled to remedy the defect or deliver a replacement. In case of failure, d. h. the impossibility, unreasonableness, refusal or unreasonable delay of rectification or replacement delivery, the Client may withdraw from the contract or reduce the purchase price appropriately.

- (6) The warranty does not apply if the Client changes the delivery item without the consent of TINY Technologies or has it changed by third parties and the removal of defects is thereby impossible or unreasonably difficult. In any case, the Client shall bear the additional costs of remedying the defect resulting from the change.

§ 7

Liability

- (1) The liability of TINY Technologies for damages, regardless of the legal grounds, in particular from impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations in contract negotiations and tort, is limited in accordance with the following provisions, insofar as it depends on fault in each case.
- (2) TINY Technologies shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g., operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, official measures or the lack of, incorrect or untimely delivery by suppliers) for which TINY the Technologies is not responsible. If such events make the delivery or service for TINY Technologies significantly more difficult or impossible and the hindrance is not only of temporary duration, TINY Technologies is entitled to withdraw from the contract. In the event of obstacles of temporary duration, the delivery or service periods shall be extended or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the Client cannot be expected to accept the delivery or service because of the delay, he may withdraw from the contract by means of an immediate written declaration to TINY Technologies.
- (3) TINY Technologies is not liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, unless it is a breach of essential contractual obligations. Essential to the contract are those obligations whose violation would jeopardize the purpose of the contract and on the fulfillment of which the contractual partner may therefore legitimately rely.
- (4) Insofar as TINY Technologies is in general liable, this liability is limited to damages that TINY Technologies foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or that it should have foreseen if customary care

had been applied. Indirect damages and consequential damages resulting from defects in the delivery item are also only compensable if such damages are typically to be expected when the delivery item is used as intended.

- (5) In the event of liability for simple negligence, TINY Technologies' obligation to pay compensation for property damage is limited to an amount of EUR 10,000,000 per claim, for financial losses to an amount of EUR 250,000 per claim and for personal injury to an amount of EUR 10,000,000 per claim (corresponding to the current coverage of its product liability insurance or liability insurance), even if it is a breach of essential contract obligations.
- (6) The above exclusions and limitations of liability apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of TINY Technologies.
- (7) The aforementioned limitations of liability do not apply to the liability of TINY Technologies for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or according to the Product Liability Act.

§ 8

Ownership

- (1) The retention of title agreed below serves to secure all existing current and future claims of TINY Technologies against the Client from the supply relationship between the contracting parties for the goods delivered by TINY Technologies (including balance claims from a current account relationship limited to this delivery relationship).
- (2) The goods delivered by TINY Technologies to the Client remain the property of TINY Technologies until full payment of all secured claims. The goods as well as the goods that take their place under this clause and are covered by the retention of title are hereinafter referred to as reserved goods.
- (3) The Client shall store the reserved goods free of charge for TINY Technologies. The Client is entitled to process and sell the reserved goods in the ordinary course of

business until the occurrence of the case of exploitation. Pledging and assignment by way of security are not permitted.

- (4) In the event of the resale of the reserved goods, the Client hereby assigns by way of security the resulting claim against the purchaser – in the case of co-ownership of TINY Technologies in the reserved goods pro rata in accordance with the co-ownership share – to TINY Technologies. The same applies to other claims that take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as e.g. insurance claims or tort claims in the event of loss or destruction. The TINY Technologies revocably authorizes the Client to collect the claims assigned to TINY Technologies in its own name. TINY Technologies may only revoke this direct debit authorization in the event of exploitation.
- (5) If third parties access the reserved goods, in particular by seizure, the Client shall immediately point out the ownership of TINY Technologies and inform TINY Technologies thereof in order to enable him to enforce his property rights. If the third party is not in a position to reimburse TINY Technologies for the judicial or extrajudicial costs incurred in this context, the Client of TINY Technologies shall be liable for this.
- (6) TINY Technologies shall release the reserved goods as well as the items or claims replacing them upon request at its discretion, insofar as their value exceeds the amount of the secured claims by more than 50%.
- (7) If TINY Technologies withdraws from the contract in the event of breach of contract by the Client– in particular default of payment – (case of exploitation), it is entitled to demand the return of the reserved goods.

§ 9

Property, Industrial Property Rights

- (1) The ownership of all services provided by TINY Technologies, in particular developed or originating formulations, recipes and/or specifications, prototypes, designs, inventions, know-how, test and development reports, suggestions, ideas, drafts, designs, proposals, samples, models, etc., which are related to the contracts

concluded between TINY Technologies and the Client (hereinafter referred to as "work results") fall unrestrictedly to TINY Technologies when they are created. If the Client wishes to acquire ownership of the work results, a separate license agreement must be concluded.

- (2) The above provision remains unaffected by a termination of the contract or the individual orders.

§ 10

Final provisions

- (1) Regulations in the offers of TINY Technologies or their attachments take precedent to these terms of delivery if they contradict each other.
- (2) Insofar as individual provisions of these General Terms and Conditions should be invalid, this shall not affect the validity of the contract as a whole. In their place, what comes as close as permissible to the intended applies. The same applies in the event of a contractual gap.
- (3) Contracts with the Client as well as all disputes between the parties arising from or in connection with the contracts and their execution are subject exclusively to German law to the exclusion of the UN Sales Law.
- (4) The exclusive place of jurisdiction for all liabilities and disputes arising from this contract is Hamburg.

Version: October 2021

TINY Technologies GmbH